

**Non-DPS Contractual Agreement  
Cover Sheet**

**From:** Brandie V. Knazze *BK*  
Brandie.knazze@cityofchicago.org  
Deputy Commissioner  
Family and Support Services

**To:** Tom Dziedzic  
tom.dziedzic@cityofchicago.org  
Department of Finance

**Date:** July 29, 2016

**Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement. The following summary values must be identified to create a Blanket Purchase Order.**

**PO Number (if request is a Modification): TBD**

**Department Number: 050**

**Supplier Name: The Chicago Housing Authority**

**Supplier Number: F00343**

**Supplier Site: A**

**Ship-To: 050 – 2005 Family and Support Services**

**Bill-To: 050 – 2005 Family and Support Services**

**Agreed Amount: \$1,160,000**

**Target Market: N/A**

**Goods or Services: Services**

**Description of Agreement: Summer Youth Employment Program Intergovernmental Agreement**

**Agreement Start Date: June 1, 2016**

**Agreement End Date: December 31, 2016**

**Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.**

**[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)**

present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

**SECTION 8.** Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

**CHA CONTRACT NO. 11785**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM**

**BETWEEN**

**THE CITY OF CHICAGO  
ACTING THROUGH ITS DEPARTMENT OF  
FAMILY AND SUPPORT SERVICES**

**AND**

**THE CHICAGO HOUSING AUTHORITY**

## TABLE OF CONTENTS

ARTICLE 1	Incorporation of Recitals
ARTICLE 2	CHA's Duties and Responsibilities
2.01	Services to be Performed
2.02	Performance Standards
2.03	Ownership of Documents; Records and Reports
2.04	Audit Requirement
2.05	Confidentiality
2.06	Subcontracts and Assignments
2.07	Patents and Copyrights
2.08	Force Majeure
Article 2.A	intentionally omitted
ARTICLE 3	Term of Services
3.01	Term of Agreement
ARTICLE 4	Compensation
4.01	Amount of Compensation
4.02	Payment
ARTICLE 5	Disputes
ARTICLE 6	Risk Management
6.01	Insurance Provided by CHA
ARTICLE 7	Termination
ARTICLE 8	Special Conditions
8.01	Warranties and Representations
8.02	Conflict of Interest
8.03	Non-Liability of Public Officials
8.04	Independent Contractor
ARTICLE 9	General Conditions

9.01	Entire Agreement
9.02	Counterparts
9.03	Amendments
9.04	Compliance with All Laws/Governmental Orders
9.05	Governing Law
9.06	Severability
9.07	Interpretation
9.08	Assigns
9.09	Cooperation
9.10	Waiver
<b>ARTICLE 10</b>	<b>Communication and Notices</b>
10.01	Communication Between the Parties
10.02	Notices
<b>ARTICLE 11</b>	<b>Authority</b>
11.01	CHA's Authority
11.02	DFSS' Authority
<b>EXHIBITS</b>	
Exhibit A	Statement of Work
Exhibit B	Operating Budget

**THIS INTERGOVERNMENTAL AGREEMENT FOR THE SUMMER YOUTH EMPLOYMENT PROGRAM** (the “Agreement”) is entered into effective as of the 1<sup>st</sup> day of June 2016 (the “Effective Date”) by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Family and Support Services (hereinafter referred to as “DFSS”) and the **CHICAGO HOUSING AUTHORITY** (hereinafter referred to as the “CHA”), a municipal corporation of the State of Illinois.

## **RECITALS**

**WHEREAS**, DFSS provides various family supportive service programs for residents of the City of Chicago; and

**WHEREAS**, the CHA is engaged in the development and operation of safe, decent, and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC 1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development (“HUD”), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

**WHEREAS**, DFSS and CHA agree that a summer youth workforce employment program provides opportunities for youth to gain work experience while earning a stipend and have agreed to collaborate on the Summer Youth Employment Program (the “Program”); and

**WHEREAS**, DFSS and CHA agree that it is in their best interest to provide the children of CHA residents the opportunity to apply for summer jobs through the Program; and

**WHEREAS**, DFSS desires CHA’s assistance with implementing the Program; and

**WHEREAS**, DFSS and CHA desire to enter into this Agreement to permit CHA to implement the Program, as set forth in Section 2.01; and

**WHEREAS**, DFSS and the CHA have the authority to enter into this intergovernmental agreement pursuant to, among other things, the Housing Cooperation Law, 310 ILCS 15/1 et seq.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CHA do hereby agree as follows:

## **ARTICLE 1 INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE 2 CHA’S DUTIES AND RESPONSIBILITIES**

### **Section 2.01 Scope of Services**

The services that CHA shall provide under this Agreement are those described in Exhibit

A for the provision of the Program (collectively, the “Services”). CHA shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

#### **Section 2.02 Performance Standards**

CHA shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CHA shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CHA agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS’s needs when those needs are clearly conveyed to CHA in timely and appropriate manner as agreed by both parties.

#### **Section 2.03 Ownership of Documents, Records and Reports**

- A. All Reports or information in any form prepared or assembled by CHA and provided to DFSS under this Agreement are the property of the CHA. However, DFSS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports or information/data prepared or assembled by CHA under this Agreement for government purposes, which are limited to responses to Requests for Proposals or other funding opportunities, DFSS Performance Management reports, Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for DFSS programs), DFSS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the CHA in writing, subject to the privacy rights of CHA’s residents as provided by law not to disclose personal identification information.
- B. CHA shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS’s performance under this Agreement. In addition, CHA shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

#### **Section 2.04 Audit Requirement**

DFSS retains an irrevocable right to independently or, through a third party, audit CHA’s books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CHA.

#### **Section 2.05 Confidentiality**

CHA agrees that all Deliverables, reports, documents and information/data prepared, assembled, received or encountered pursuant to this Agreement (“Confidential Information”) are

to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. CHA agrees that such Confidential Information shall not be made available to any individual or organization other than the City, HUD or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the City. In the event CHA is presented with a *subpoena* or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act (“FOIA”) regarding such Confidential Information, which may be in CHA’s possession by reason of this Agreement, CHA must immediately give notice to the Commissioner of DFSS (the “Commissioner”) and the Corporation Counsel of the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. CHA, however, is not obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

#### Section 2.06 Subcontracts and Assignments

CHA shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, without the express written approval of DFSS, which approval shall not be unreasonably withheld by the DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CHA shall not assign any right to collect payment or any similar right to any CHA delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

#### Section 2.07 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the CHA nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

### **ARTICLE 3 TERM OF THE AGREEMENT**

#### Section 3.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2016 (the “Term”).

#### Section 3.02 Extension Options

The Term and the funding amounts set forth in this Agreement may be extended or increased from time to time by amending the Agreement under the same terms and conditions as provided in this Agreement, upon mutual agreement of the Parties. Such amendments may, but need not be, for the purpose of utilizing unspent Program funds in a subsequent fiscal year, or for

the purpose of utilizing new funding for the Program that has been obtained pursuant to applicable appropriations. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

## **ARTICLE 4 COMPENSATION**

### **Section 4.01 Amount of Compensation**

This is a cost reimbursement Agreement. DFSS shall pay the CHA for the provision of the Services under the Agreement, a sum not-to-exceed \$1,160,000 in one lump-sum payment upon completion of the Program. Only those expenditures made by the CHA with respect to the Project, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the operating budget, which is attached hereto as Exhibit B and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CHA agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CHA recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

### **Section 4.02 Payment**

DFSS shall provide CHA with a standard billing format. Pursuant to the standard billing format, upon completion of the Project, CHA shall submit a final invoice to DFSS documenting all costs eligible for reimbursement in accordance with Exhibit B.

## **ARTICLE 5 DISPUTES**

A dispute between the CHA and DFSS involving this Agreement that has not been resolved shall be referred to the Commissioner and the CHA's Chief Executive Officer ("CEO"). Either party may give written notice of the dispute to both the Commissioner and the CEO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the CEO fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date notification of the dispute is given.

## **ARTICLE 6 RISK MANAGEMENT**

### **Section 6.01 Insurance to be Provided by CHA**

#### **1. Workers Compensation and Employers Liability**

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars

(\$500,000/\$500,000/\$500,000).

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultant's officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be endorsed as an additional insured on the Contractors policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than one Million Dollars (\$1,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

5. The CHA must require all Subcontractors to provide the insurance required in this Agreement or the CHA may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of the CHA unless otherwise specified in this Agreement.

## **ARTICLE 7 TERMINATION**

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days' notice in writing to the CHA. CHA may terminate the Agreement for its convenience, or all or any portion of the

Services to be performed under it, at any time by providing ninety (90) days' notice in writing to the DFSS.

## **ARTICLE 8 SPECIAL CONDITIONS**

### **Section 8.01 Warranties and Representations**

In connection with the execution of this Agreement, CHA warrants and represents that CHA and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; DFSS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

### **Section 8.02 Conflict of Interest**

In connection with signing and carrying out this Agreement, CHA warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CHA covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CHA further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Additionally, pursuant to the conflict of interest requirements in 24 CFR 85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- D. Furthermore, CHA represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

### **Section 8.03 Non-liability of Public Officials**

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

#### Section 8.04 Independent Contractor

CHA shall perform under this Agreement as an independent contractor to DFSS and not as a representative, employee, agent, joint venturer or partner of the DFSS.

### **ARTICLE 9 GENERAL CONDITIONS**

#### Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

#### Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

#### Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, including, but not limited to, the extensions or increases referred to in Section 3.02 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Chief Executive Officer of the CHA or his designee. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

#### Section 9.04 Compliance with All Laws/Governmental Orders

- A. CHA shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood

Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd “Anti-Lobbying” Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CHA shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.

B. CHA shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

#### Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by CHA against the DFSS concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

#### Section 9.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

#### Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any

exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

#### Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

#### Section 9.09 Cooperation

DFSS and CHA agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CHA shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the DFSS in connection with the termination or expiration of this Agreement.

#### Section 9.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CHA's performance in any respect or waives a requirement or condition to either the CHA's or DFSS' performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the DFSS may have waived the performance of a requirement or condition.

### **ARTICLE 10 COMMUNICATION AND NOTICES**

#### Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CHA shall be through DFSS' program manager and CHA's Department of Resident Services. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

#### Section 10.02 Notices

Any notices sent to DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner  
Chicago Department of Family and Support Services  
1615 W. Chicago Ave.  
Chicago, Illinois 60622

With copies to: Finance and Economic Development Division  
Department of Law  
City of Chicago  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602

Notices sent to the CHA shall be mailed by certified mail, postage prepaid to:

Chief Resident Services Officer  
Chicago Housing Authority  
60 E. Van Buren St., 10<sup>th</sup> Floor  
Chicago, Illinois 60605

With a copy to: Chief Legal Officer  
Office of the General Counsel  
Chicago Housing Authority  
60 E. Van Buren St, 12<sup>th</sup> Floor  
Chicago, Illinois 60605

## **ARTICLE 11 AUTHORITY**

### **Section 11.01 CHA Authority**

Execution of this Agreement by the CHA is authorized by a resolutions of the CHA's Board of Commissioners, dated May 17, 2016, and pursuant to the United States Housing Act of 1937, 42 U.S.C. 437 et seq. regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

### **Section 11.02 DFSS' Authority**

Execution of this Agreement by DFSS is authorized by Section 2-50-040 of the Municipal Code of Chicago and the ordinance enacted by the City Council of the City of Chicago (the "Council") on October 28, 2015.

IN WITNESS WHEREOF, DFSS and the CHA have executed this Agreement as of the date first written above.

**CITY OF CHICAGO,  
DEPARTMENT OF FAMILY AND  
SUPPORT SERVICES**

By: Lisa Morrison Butler

Lisa Morrison Butler  
Commissioner

**CHICAGO HOUSING AUTHORITY**

By: Dionna Brookens

Dionna Brookens, ~~Deputy~~ Chief  
Procurement Officer  
Procurement and Contracts

Approved as to Legality and Form  
Office of the General Counsel  
Chicago Housing Authority

By: James Bebley

James Bebley  
Chief Legal Officer

## EXHIBIT A

### SCOPE OF SERVICES

#### **Chicago Department of Family and Support Services Scope of Services for SUMMER YOUTH EMPLOYMENT PROGRAM (SYEP)**

#### **I. Introduction**

The Chicago Housing Authority (CHA) shall provide the Summer Youth Employment Program (SYEP) as outlined in the Scope of Service. CHA and its contracted agents and partners shall engage youth in SYEP for a seven week period.

#### **II. Scope of Services**

##### **A. Program Design**

- a. CHA residents age 16-24 will be hired as SYEP workers for the seven week period of June 27 through August 12, 2016.
- b. SYEP participants shall engage in up to 140 hours of paid work experience and programming experience (educational, soft skill and recreational activities).
- c. SYEP participants will receive wages of \$8.25 per hour up to a total \$1,155 based on hours worked.

##### **B. Chicago Housing Authority Duties and Responsibilities**

1. CHA, through its contracted agents and partners, shall:
  - a. Provide SYEP participants with a paid work experience.
  - b. Provide SYEP participants with a safe, well-defined and supervised job that allows youth to gain valuable work experience.
  - c. Be responsible for administering the One Summer Chicago Youth Survey to all SYEP participants.
  - d. Develop appropriate programmatic and consent forms to be completed by all SYEP participants.

##### **C. Youth Eligibility**

1. CHA shall verify and collect the necessary documentation to determine eligibility. This includes:
  - a. Proof of age: 16-24
  - b. Proof of residency
  - c. Valid social security card or ITIN
  - d. All SYEP workers working with vulnerable individuals, defined as children under 18 years of age, those who are physically or mentally disabled, limited or non-English speaking and the frail or elderly, are required to have a cleared Background Check on file.

#### **D. Slot Allocation**

The CHA shall provide the program to 1,004 SYEP participants, ages 16-24 for a seven week period from ***June 27 to August 12, 2016***. CHA may exceed this target in order to fully expend the stipend funding.

#### **E. Recruitment**

All SYEP participants must have completed an employment application (e.g. One Summer Chicago common application and/or CHA supplemental application) and have a signed consent form on file if under the age of 18.

#### **F. Youth Soft Skill, Life Enrichment and Recreational Activities**

1. CHA shall provide information on program requirements and expectations to enrolled SYEP participants through an orientation and in writing.
2. During the seven week program, CHA shall provide SYEP participants with planned soft skills, life enrichment and recreational activities. Activities may include, but are not limited to, work ethic and character, problem solving, computer and financial literacy, interviewing techniques, resume preparation and interpersonal skills development.

#### **G. Worksite Development, Matching and Monitoring**

1. CHA shall work with private companies, community-based agencies, not-for-profits, local businesses, faith-based communities, etc. to create summer work experiences.
2. Responsibilities include identifying work sites and number of available placements, verifying and approving work experience activities submitted by worksites and hosting worksite liaison orientations and training.
3. CHA and its contracted agents shall be responsible for providing ongoing worksite monitoring. This includes performing pre-program visits to inspect worksite conditions and confirm job descriptions, as well as performing site visits while the program is in operation to troubleshoot and problem solve.
4. A signed worksite agreement should be on file.
5. CHA and its contracted agents will also provide the following supports to the worksite:
  - a. Retention strategies for SYEP workers
  - b. Youth recruitment and screening services

#### **H. Supervision**

1. The CHA and its contracted agents and partners will provide adequate oversight and supervision for the entire program.
2. SYEP workers will need to be supervised by a designated employee of the CHA or its contracted agents and partners.

#### **I. Payroll System**

1. CHA shall have the capacity to operate a payroll and timekeeping system that assures that all SYEP participants are paid on time according to an established schedule as noted below.
2. SYEP participants may receive up to four payments for participation in the program and shall receive their final payment no later than one week following the end of the program. Programs will last seven weeks.
3. CHA shall also maintain general liability insurance for all youth employed through the program. At the end of the calendar year, CHA or its contracted third party payroll vendor must send tax forms directly to SYEP participants and respond to inquiries or issues during the program period.

#### **J. One Summer Chicago Participant and Employer Surveys**

1. CHA and its contracted agents and partners shall be responsible for administering the One Summer Chicago Participant Survey to all SYEP participants, ages 16 – 24 at the completion of the program.
2. CHA and its contracted agents and partners shall be responsible for distributing the One Summer Chicago Employer Survey to participating employers and making survey results available to DFSS.

#### **K. Reporting and Record Keeping**

1. CHA, through its contracted agents and partners, shall be responsible for:
  - a. Maintaining complete and accurate records on program participants. Individual case files shall be kept for each program participant and will include, but is not limited to, program eligibility documentation, time and attendance.
  - b. Maintaining comprehensive information on worksite placements that will include, but is not limited to, work site agreements, job titles, and documentation of participant hours spent at the work site.
  - c. Completing a DFSS End of Program Report. The report will summarize the contractor/service provider's activities including, but not limited to, number of youth served, aggregate hours worked, the sites at which work was performed and type of work completed at each site, individual youth information (total hours worked, completion status, and reason for not completing)
  - d. Completing the One Summer Chicago Youth Survey and One Summer Chicago Employer Survey

#### **L. Department of Family and Support Services Duties and Responsibilities**

1. DFSS will train CHA on how to administer the One Summer Chicago Youth Survey and One Summer Chicago Employer Survey
2. DFSS will provide the End of Program Report format.

**EXHIBIT B**  
**OPERATING BUDGET**

Category	Slots	Stipend/Amount	Total Grant/Award
SYEP Youth Participants	1,004	\$1,155	\$ 1,160,000